



LEE'S SUMMIT MISSOURI

CONTRACT DOCUMENT OMNIA COOP

DATE: August 2025

TO: ITS Personnel

FROM: Candice Addison, Procurement & Contracting Services

RE: Piggyback Yearly Contract for Information Technology Solutions Products and Services
Omnia Contract #2024056-02 and LS Bid #2026-019

Vendor	SHI International Corp. (SHI) 290 Davidson Avenue Somerset, NJ 08873	Vendor # 9099
Phone & Fax	Phone: 888-744-4084 or 512-517-4088 Fax#: 732-868-5903	
Contact Person	John Burns or Government Sales Email: John_Burns@SHI.com or Missouri@SHI.com	
Ordering Instructions	<ul style="list-style-type: none">• Using Department contacts vendor for quote and enters a requisition in Workday for a Purchase Order to be issued• Invoices will be paid against Workday Receivers and Purchase Order	
Terms/Discounts	Net 30	
Delivery	Destination	
Pricing	See Attached Contract	
Response Time	As Required	
Effective Dates	July 2, 2024 through July 1, 2028	

cc: Accounts Payable (Include Wage Order, if applicable)
Bid File- Original memo

**COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF LEE'S SUMMIT
AND
SHI INTERNATIONAL CORP**

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into between the City of Lee's Summit, a Missouri municipal corporation (the "City"), and SHI International Corp (the "Vendor"). The City and the Vendor are sometimes referred to individually as the "Party" and collectively as the "Parties".

RECITALS

A. After a competitive procurement process, Omnia entered into Contract #2024056-02 with Vendor dated July 2, 2024 (the "Omnia" Contract"), for the Vendor to provide information technology solutions products and services. The Omnia Contract is incorporated herein by reference as exhibit "A" as though fully set forth, to the extent not inconsistent with this Agreement.

B. The City is permitted to purchase such products and services under the Omnia Contract, at its discretion and with the agreement of the awarded Vendor, and so long as the Omnia Contract permits its cooperative use by other public entities, including the City.

C. The City and the Vendor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the Omnia Contract and this Agreement, and (ii) establishing the terms and conditions by which the Vendor may provide the City with information technology solutions products and services, as more particularly set forth in Section 2 below.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Vendor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the Effective Date set forth below and shall remain in full force and effect until the end of the term of the Omnia Contract, unless terminated as otherwise provided in this Agreement.

2. Scope of Work. Vendor shall provide the equipment and services as set forth in the Omnia Contract.

3. Work Authorization/E-verify. Pursuant § 285.530, RSMo., if this Agreement exceeds five thousand dollars (\$5,000.00), Vendor warrants and affirms to the City that (i) Vendor is enrolled and participates in a federal work authorization program with respect to the employees working in connection with the contracted services and (ii) Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Vendor shall swear to and sign an affidavit declaring such affirmation, and provide the City with supporting documentation of its enrollment and participation in a federal work authorization program

with respect to the employees working in connection with this Agreement. The required documentation must be from the federal work authorization program provider (e.g. the electronic signature page from the E-Verify program's Memorandum of Understanding); a letter from Vendor reciting compliance is not sufficient.

4. Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in the Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The Parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which the Agreement is executed and delivered. Vendor hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

5. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Missouri and suit pertaining to this Agreement may be brought only in courts in Jackson County, Missouri.

6. Anti-Discrimination Against Israel Act. If this Contract has a total potential value of \$100,000 or more and Vendor has 10 or more employees, the following applies. Pursuant to Section 34.600, RSMo and to the fullest extent permitted by law, Vendor certifies that Vendor is not engaged in a boycott of Israel as of the Effective Date of this Agreement, and agrees for the duration of this Agreement to not engage in a boycott of Israel as defined in Section 34.600, RSMo

7. Rights and Privileges. To the extent provided under the Omnia Contract, the City shall be afforded all of the rights and privileges afforded to SHI International Corp and shall be the "Vendor" (as that term is defined in the Omnia Contract) for the purposes of the portions of the Omnia Contract that are incorporated herein by reference.

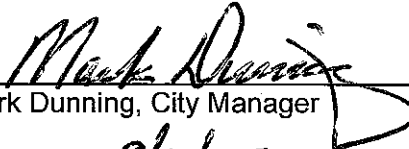
8. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 7 above, the City shall be afforded all of the insurance coverage and indemnifications afforded to Omnia to the extent provided under the Omnia Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the City under this Agreement including, but not limited to, the Vendor's obligation to provide the indemnification and insurance.

In addition to the insurance requirements set forth in the Omnia Contract, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be endorsed as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement forms CG 20 10 03 97 and CG 20 37 07 04, or their equivalents, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you."

9. Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, and counterparts may be exchanged by electronic transmission (including by email), each of which will be deemed an original, but all of which together constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the 10th day of September, 2025 ("Effective Date").

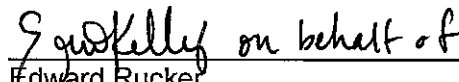
CITY OF LEE'S SUMMIT


Mark Dunning, City Manager
Date 9/10/25

ATTEST:


Trisha Fowler Aroui, City Clerk

APPROVED AS TO FORM:


Edward Rucker,
Chief Counsel of Management and Operations



SHI INTERNATIONAL CORP

DocuSigned by:
Kristina Mann
By EA418E789F09404...
Print Name Kristina Mann
Title Director - Contracts
Date 9/9/2025

City of Mesa
Contract # 2024056-02
for

Information Technology Solutions Products and Services

with
SHI International

Effective: July 2, 2024

The following documents comprise the executed contract between the City of Mesa, and SHI International effective July 2, 2024:

- I. City of Mesa/SHI Signed Contract
- II. Supplier's Response to the RFP, incorporated by reference
 - a. OMNIA Partners



AGREEMENT PURSUANT TO SOLICITATION

**CITY OF MESA AGREEMENT NUMBER 2024056
INFORMATION TECHNOLOGY SOLUTIONS PRODUCTS AND SERVICES**

CITY OF MESA, Arizona ("City")

Department Name	City of Mesa – Purchasing Division
Mailing Address	P.O. Box 1466 Mesa, AZ 85211-1466
Delivery Address	20 East Main St, Suite 450 Mesa, AZ 85201
Attention	Ted Stallings Procurement Officer II
E-Mail	Ted.Stallings@MesaAZ.org
Phone	(480) 644-2815

With a copy to: City of Mesa – DoIT
Attn: Suzanne Alberts

AND

SHI INTERNATIONAL CORP., ("Contractor")

Mailing Address	290 Davidson Avenue Somerset, NJ 08873
Remit to Address	Post Office Box 952121 Dallas, TX 852121
Attention	Amelia Jakubczyk
E-Mail	amelia_jakubczyk@shi.com
Phone	303-882-8012
Attention	Victoria Lewkowitz
E-Mail	victoria_lewkowitz@shi.com
Phone	650-483-9333

CITY OF MESA AGREEMENT PURSUANT TO SOLICITATION

This Agreement pursuant to Solicitation ("Agreement") is entered into this 2nd day of July, 2024, by and between the City of Mesa, Arizona, an Arizona municipal corporation ("City"), and SHI International Corp, a(n) New Jersey State corporation/company/natural person ("Contractor"). The City and Contractor are each a "Party" to the Agreement or together are "Parties" to the Agreement.

RECITALS

- A. The City issued Solicitation number **2024056** ("Solicitation") for **INFORMATION TECHNOLOGY SOLUTIONS PRODUCTS AND SERVICES**, to which Contractor provided a response ("Response"); and
- B. The City Selected Contractor's Response as being in the best interest of the City and wishes to engage Contractor in providing the services/materials described in the Solicitation and Response.
- C. "Services" means the resale services provided by Contractor under this Agreement; i.e. sourcing and fulfilling the Product and/or providing deliverables identified in an Order.
- D. "Products" means collectively third-party software, computer peripherals, computer hardware, and associated IT services provided by third parties or Contractor, as the case may be.
- E. "Order" means the form of purchase order or other document used for the purpose of ordering Product and/or deliverables pursuant to this Agreement. Order shall also include a phone order or on-line order placed by the City employee to Contractor utilizing the City's corporate procurement card or the City's written or electronic form of purchase requisition.

In consideration of the reciprocal promises contained in the Agreement, and for other valuable and good consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties agree to the following Terms & Conditions.

TERMS & CONDITIONS

- 1. **Term**. This Agreement is for a term beginning on **July 2, 2024** and ending on **July 1, 2028**. The use of the word "Term" in the Agreement includes the aforementioned period as well as any applicable extensions or renewals in accordance with this Section 1.
 - 1.1 **Renewals**. On the mutual written agreement of the Parties, the Term may be renewed up to a maximum of six (6) years. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately before the expiration of the then-current term.
 - 1.2 **Extension for Procurement Processes**. Upon the expiration of the Term of this Agreement, including any renewals permitted herein, at the City's sole discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City's procurement processes in the selection of a vendor to provide the services/materials provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days before the expiration of the Term. Any extension under this Subsection 1.2 will be a continuation of the same terms and conditions as in effect immediately before the expiration of the then-current term.
 - 1.3 **Delivery**. Delivery shall be made to the location(s) contained in the Scope of Work within thirty (30) days after receipt of an Order. Contractor agrees to deliver all Products to the desktop of the ordering customer be delivered F.O.B. destination, freight pre-paid and allowed to various locations throughout the City. The City of Mesa shall be responsible for extra incurred fees for expedited shipping or other special delivery requirements. In many cases within the City, the Contractor may be asked to deliver all goods to the front counter within a given department; this is a City requirement and other participating agencies who utilize this Agreement as a cooperative contract (see **Exhibit C**, Mesa Standard Terms & Conditions) may have other delivery requirements.

2. **Scope of Work.** The Contractor will provide the necessary staff, services, and associated resources to provide the City with the services, materials, and obligations attached to this Agreement as **Exhibit A** ("Scope of Work") Contractor will be responsible for all costs and expenses incurred by Contractor that are incident to the performance of the Scope of Work unless otherwise stated in **Exhibit A**. Contractor will supply all equipment and instrumentalities necessary to perform the Scope of Work. If set forth in **Exhibit A**, the City will provide Contractor's personnel with adequate workspace and such other related facilities as may be required by Contractor to carry out the Scope of Work.

The Agreement is based on the Solicitation and Response which are hereby incorporated by reference into the Agreement as if written out and included herein. In addition to the requirements specifically set forth in the Scope of Work, the Parties acknowledge and agree that the Contractor shall perform in accordance with all terms, conditions, specifications, and other requirements set forth within the Solicitation and Response unless modified herein.

3. **Orders.** Orders must be placed with the Contractor by either a: (i) Purchase Order when for a one- time purchase; (ii) notice to proceed, or (iii) Delivery Order off a Master Agreement for a requirements contract where multiple as-needed orders will be placed with the Contractor. The City may use the Internet to communicate with Contractor and to place Orders as permitted under this Agreement. The terms and conditions on any order form, quote, or similar document provided by Contractor to the City will not take precedence over the language set forth in this Agreement or any of the documents outlined in Section 4 below.
4. **Document Order of Precedence.** In the event of any inconsistency between the terms of the body of the Agreement, the Exhibits, the Solicitation, and Response, the language of the documents will control in the following order.
 - a. Amendments to the Agreement
 - b. Agreement
 - c. Exhibits
 1. Mesa Standard Terms & Conditions
 2. Pricing (Exhibit B)
 3. Scope of Work (Exhibit A)
 4. Other Exhibits not listed above
 - d. Solicitation including any addenda
 - e. Contractor Response

5. **Payment.** Subject to the provisions of the Agreement, the City will pay Contractor the sum(s) described in **Exhibit B** ("Pricing") in consideration of Contractor's performance of the Scope of Work during the Term.
6. **Pricing.** Contractor's pricing shall be in the format of a minimum percentage discount off a verifiable price index. Contractor may submit discounts for various manufacturers. At the time of purchase, Contractor may offer deeper discounts beyond the discounted price list, based on volume or other factors, as applicable. Minimum discounts will remain firm during the entirety of the Term of the Agreement, unless the Contractor requests to increase its discount percentage, and will include all charges that may be incurred in fulfilling requirement(s). In addition to decreasing prices for the balance of the Term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. In the event a Product is discontinued, Contractor will provide a Product of the same or greater functionality, utilizing the discount structure.

It is the Contractor's Responsibility to provide the City with an up-to-date price list for the duration of the Agreement.

- 6.1 **Prices.** All pricing discounts shall be firm for the Term and all extensions or renewals of the Term except where otherwise provided in this Agreement, and will include all costs of the Contractor providing the Products/Service including transportation and insurance costs. No fuel surcharges will be accepted unless allowed in this Agreement. The City shall not be invoiced at prices higher than those stated in the Agreement.

The Contractor further agrees that any reductions in the price of the Products or Services covered by this Agreement will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

No price modifications will be accepted without proper request by the Contractor and response by the City's Purchasing Services Division.

6.2 Price Adjustment. Any requests for reasonable price adjustments must be submitted in accordance with this section. Requests for adjustment in cost of labor and/or Products must be supported by appropriate documentation. There is no guarantee the City will accept a price adjustment therefore Contractor should be prepared for the Pricing to be firm over the Term of the Agreement. The City is only willing to entertain price adjustments based on an increase to Contractor's actual expenses or other reasonable adjustment in providing the Services/Products under the Agreement. If the City agrees to the adjusted price terms, the City shall issue written approval of the change for reasonable price adjustments must be submitted in accordance with this Section 5.3. Requests for adjustment in the cost of labor and/or materials must be supported by appropriate documentation. There is no guarantee the City will accept a price adjustment therefore Contractor should be prepared for the Pricing to be firm over the Term of the Agreement. The City is only willing to entertain price adjustments based on an increase to Contractor's actual expenses or other reasonable adjustments in providing the services/materials under the Agreement. If the City agrees to the adjusted price terms, the City shall issue written approval of the change.

During the sixty (60) day period prior to expiration date of the then-current term of the Agreement, the Contractor may submit a written request to the City to allow an increase to the prices in an amount not to exceed the twelve (12) month change in the **Consumer Price Index for All Urban Consumers** (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/cpi/home.htm>). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

6.3 Renewal and Extension Pricing. Any extension of the Agreement will be at the same pricing as the initial term. If the Agreement is renewed in accordance with Section 1, pricing may be adjusted for amounts other than inflation that represent actual costs to the Contractor based on the mutual agreement of the Parties. Contractor may submit a request for a price adjustment along with appropriate supporting documentation demonstrating the cost to the Contractor. Renewal prices shall be firm for the term of the renewal period and may be adjusted thereafter as outlined in Subsection 6.2. There is no guarantee the City will accept a price adjustment..

6.4 Invoices. Payment will be made to Contractor following the City's receipt of a properly completed invoice. Any issues regarding billing or invoicing must be directed to the City Department/Division requesting the Service or Product from the Contractor. A properly completed invoice should contain, at a minimum, all of the following:

- 6.4.1 Contractor name, address, and contact information;
- 6.4.2 City billing information;
- 6.4.3 City contract number as listed on the first page of the Agreement;
- 6.4.4 Invoice number and date;
- 6.4.5 Payment terms;
- 6.4.6 Date of Services or delivery of Product;
- 6.4.7 Description of materials or services provided;
- 6.4.8 If product provided, the quantity delivered and pricing of each unit;
- 6.4.9 Applicable Taxes;
- 6.4.10 If applicable, mileage or travel costs; and
- 6.4.11 Total amount due.

6.5 Payment of Funds. Contractor Contractor acknowledges the City may, at its option and where available use a Procurement Cardle-Payables to make payment for orders under the Agreement; otherwise, payment will be through a traditional method of a check or Electronic Funds Transfer (EFT) as available.

6.6 Disallowed Costs, Overpayment. If at any time the City determines that a cost for which payment was made to Contractor is a disallowed cost, such as an overpayment or a charge for Products/Service not in accordance with the Agreement, the City will notify Contractor in writing of the disallowance; such notice will state the means of correction which may be, but is not limited to, adjustment of any future claim/invoice submitted by Contractor in the amount of the disallowance, or to require repayment of the disallowed amount by Contractor. Contractor will be provided with the opportunity to respond to the notice.

7 Insurance.

7.1 Contractor must obtain and maintain at its expense throughout the Term of the Agreement, at a minimum, the types and amounts of insurance set forth in this Section 7 from insurance companies authorized to do business in the State of Arizona; the insurance must cover the Products/Service to be provided by Contractor under the Agreement. For any insurance required under the Agreement, Contractor will name the City of Mesa, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured, as evidenced by providing either an additional insured endorsement or proper insurance policy excerpts.

7.2 Nothing in this Section 7 limits Contractor's responsibility to the City. The insurance requirements herein are minimum requirements for the Agreement and in no way limit any indemnity promise(s) contained in the Agreement. The City does not warrant the minimum limits contained herein are sufficient to protect Contractor and subcontractor(s) from liabilities that might arise out of performance under the Agreement by Contractor, its agents, representatives, employees, or subcontractor(s). Contractor is encouraged to purchase additional insurance as Contractor determines may be necessary.

7.3 Each insurance policy required under the Agreement must be in effect at or prior to the execution of the Agreement and remain in effect for the Term of the Agreement.

7.4 Prior to the execution of the Agreement, Contractor will provide the City with a Certificate of Insurance (using an appropriate "ACORD" or equivalent certificate) signed by the issuer with applicable endorsements. The City reserves the right to request additional copies of any or all of the policies, endorsements, or notices relating thereto required under the Agreement.

7.5 When the City requires a Certificate of Insurance to be furnished, Contractor's insurance is primary of all other sources available. When the City is a certificate holder and/or an additional insured, Contractor agrees no policy will expire, be canceled, or be materially changed to affect the coverage available without advance written notice to the City.

7.6 The policies required by the Agreement must contain a waiver of transfer rights of recovery (waiver of subrogation) against the City, its agents, representatives, officials, volunteers, officers, elected officials, and employees for any claims arising out of the work of Contractor where permitted by law.

7.7 All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Management Division.

7.8 **Types and Amounts of Insurance.** Contractor must obtain and retain throughout the term of the Agreement, at a minimum, the following:

7.8.1 Worker's compensation insurance in accordance with the provisions of Arizona law. If Contractor operates with no employees, Contractor must provide the City with written proof Contractor has no employees. If employees are hired during the course of this Agreement, Contractor must procure worker's compensations in accordance with Arizona law.

7.8.2 The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$1 million per occurrence/\$2 million aggregate Commercial General Liability insurance, including Contractual Liability. For Commercial General Liability insurance,

the City of Mesa, their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.

- 7.8.3 Automobile liability, bodily injury and property damage with a limit of \$1 million per occurrence including owned, hired and non-owned autos.

8. **Requirements Contract.** Contractor acknowledges and agrees the Agreement is a requirements contract; the Agreement does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when the City identifies a need and issues a purchase order or a written notice to proceed. The City reserves the right to cancel purchase orders or a notice to proceed within a reasonable period of time of issuance; any such cancellation will be in writing. Should a purchase order or notice to proceed be canceled, the City agrees to reimburse Contractor for any actual and documented costs incurred by Contractor. If the City cancels a purchase order following shipment of the Products but prior to delivery, the City shall pay all freight and handling charges for shipment and return shipment of such Products to Contractor. All returns shall be made in accordance with Contractor's Return Policy found at www.shi.com/returnpolicy and this Agreement, with the terms of this Agreement controlling. The City will not reimburse Contractor for any avoidable costs incurred after receipt of cancellation including, but not limited to, lost profits, shipment of Product, or performance of Services. The City reserves the right to purchase contracted items through other sources if determined in the best interests of the City to do so.
9. **Notices.** All notices to be given pursuant to the Agreement will be delivered to the Contractor at the address listed on Page 1 of this Agreement. Notice will be delivered pursuant to the requirements set forth the Mesa Standard Terms and Conditions that are attached to the Agreement as **Exhibit C**.
10. **WARRANTY.** Contractor warrants that the Services and Products will conform to the requirements of the Agreement. Additionally, Contractor warrants that all Services will be performed in a good, workman-like and professional manner. The City's acceptance of Services or Products provided by Contractor will not relieve Contractor from its obligations under this warranty. If any Products or Services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide Products or redo such Services until in accordance with this Agreement and to the City's reasonable satisfaction.
11. **OEM PRODUCT WARRANTY.** Contractor is a value-added reseller ("**VAR**") of Products, not the Original Equipment Manufacturer ("**OEM**") or licensor, and, except as provided herein, Contractor disclaims any warranty responsibility regarding warranties provided by the OEM for the Products provided under this Agreement ("**OEM Product Warranty**"). Contractor shall forward the OEM Product Warranties to the City which are provided to Contractor from the OEM of the Product and, to the extent granted by the OEM, the City shall be the beneficiary of the OEM's Product Warranties with respect to the Product. Contractor is not a party to any such terms of the OEM Product Warranty between the City and OEM and the City agrees to look to the OEM for satisfaction of any and all OEM Product Warranty claims related to that OEM's Product.

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, CONTRACTOR HEREBY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES OR PRODUCTS. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY OEM PRODUCT WARRANTY.

12. **Representations of Contractor.** To the best of Contractor's knowledge, Contractor agrees that:
- a. Contractor has no obligations, legal or otherwise, inconsistent with the terms of the Agreement or with Contractor's undertaking of the relationship with the City;
 - b. Performance of the Services called for by the Agreement do not and will not violate any applicable law, rule, regulation, or any proprietary or other right of any third party;

- c. Contractor will not use in the performance of Contractor's responsibilities under the Agreement any proprietary information or trade secret of a former employer of its employees (other than City, if applicable); and
 - d. Contractor has not entered into and will not enter into any agreement, whether oral or written, in conflict with the Agreement.
13. **Mesa Standard Terms and Conditions.** Exhibit C to the Agreement is the Mesa Standard Terms and Conditions as modified by the Parties, which are incorporated by reference into the Agreement as though fully set forth herein. In the event of any inconsistency between the terms of the Agreement and the Mesa Standard Terms and Conditions, the language of the Agreement will control. The Parties or a Party are referred to as a "party" or "parties" in the Mesa Standard Terms and Conditions. The Term is referred to as the "term" in the Mesa Standard Terms and Conditions.
14. **Counterparts and Facsimile or Electronic Signatures.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original and all of which, taken together, will constitute one agreement. A facsimile or other electronically delivered signature to the Agreement will be deemed an original and binding upon the Party against whom enforcement is sought.
15. **Incorporation of Recitals and Exhibits.** All Recitals and Exhibits to the Agreement are hereby incorporated by reference into the Agreement as if written out and included herein. In the event of any inconsistency between the terms of the body of the Agreement and the Exhibits, the language of the Agreement will control.

Exhibits to this Agreement are the following:

- (A) Scope of Work / Technical Specifications
- (B) Pricing
- (C) Mesa Standard Terms and Conditions

16. **Attorneys' Fees.** The prevailing Party in any litigation arising out of the Agreement will be entitled to the recovery of its reasonable attorney's fees, court costs, and other litigation related costs and fees from the other Party.
17. **Title. Risk of Loss. Returns.** Contractor shall transfer to the City good and merchantable title to the Product, free from all liens, encumbrances and claims of others, upon delivery of the Product to and its receipt by the City, at which time title and risk of loss shall vest fully in the City, unless notice of rejection is provided to Contractor's authorized representative within three (3) business days after such delivery. All returns of Product shall be made in accordance with this Agreement and Contractor's Return Policy found at www.shi.com/returnpolicy, with the terms of the Agreement controlling.
18. **Additional Acts.** The Parties agree to execute promptly such other documents and to perform such other acts as may be reasonably necessary to carry out the purpose and intent of the Agreement.
19. **Headings.** The headings of the Agreement are for reference only and will not limit or define the meaning of any provision of the Agreement.

By executing below, each Party acknowledges that it understands, approves, and accepts all of the terms of the Agreement and the attached exhibits.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF MESA, ARIZONA

By: Edward Quedens

Edward Quedens
Printed Name

Business Services Director
Title

7/3/24 12:57 MST
Date

SHI INTERNATIONAL CORP.

By: DocuSigned by:
Kristina Mann
EA418E789F09404...

Kristina Mann
Printed Name

Sr. Manager - Contracts
Title

7/1/2024
Date

REVIEWED BY:

By: Ted Stallings
Ted Stallings, CPPB
Procurement Officer II

**EXHIBIT A
SCOPE OF WORK**

1. **SCOPE OF WORK:** For the purchase of Information Technology Solutions, Products, and Services.
2. **ORDERING.** Although the City is open to alternate ordering methods, the primary methods for customers placing orders with the Supplier are the following:
 - a. Online
 - b. Email
 - c. Telephone
 - d. Fax
3. **DELIVERY REQUIREMENT.** The contractor agrees to deliver all products to the desktop of the ordering customer and be delivered F.O.B. destination, freight pre-paid and allowed to various locations throughout the City. In many cases within the City, the Contractor may be asked to deliver all goods to the front counter within a given department. This is the City of Mesa requirement and other participating agencies may have other delivery requirements.
4. **SCOPE OF PRODUCTS.** The intent of this solicitation is to establish a contract with the ability to purchase a comprehensive, wide variety of Information Technology Solution Products and Services including but not limited to the following categories:
 - a. **Software:** National brand name Microsoft, Google, Oracle, Enterprise applications/solutions, cyber security applications/solutions, etc.
 - b. **Personal Computer Systems:** National brand name desktop PCs, notebooks, laptops, tablets, and other related devices from Enterprise Tier and Middle Tier Contractors that are business related computers, manufactured by companies, such as, Apple, COMPAQ, Dell, Gateway, Hewlett Packard, IBM / Lenovo, Panasonic, and Toshiba. Product will include the operating system license, software media and documentation in the hardware shipment.
 - c. **Standard Business Workstation:** These will be used for typical tasks, which will include word processing, spreadsheet analysis, database management, business graphics, statistical analysis, internet, and other office automation activities. Product will include the operating system license, software media and documentation in the hardware shipment.
 - d. **High End Workstation:** These will be used by application developers using GIS, CASE or other high-level language development tools, Computer Aided Design and Drafting professional, Internet Application developers or other sophisticated application work. Product will include the operating system license, software media and documentation in the hardware shipment.
 - e. **Laptop Computer or Notebook:** These will be used by traveling or remote access user for typical office automation and business productivity use. With a port replicator or docking station, it may also be used as a standard desktop. Product will include the operating system license, software media and documentation in the hardware shipment.
 - f. **Network Equipment:** This includes equipment primarily used for communications over an IP network. This includes servers (physical and virtual), layer 2 and layer 3 switches, routers, area wireless access points, point-to-point wireless access, optics, media interfaces (i.e. serial, T1, T3, OC3) and fiber channel. Class of equipment should include home office, small and medium business, and enterprise. Contractors may include, but

not limited to, Cisco Systems, Dell, Juniper Networks, HP, Extreme Networks, Enterasys Networks, D-Link, Netgear, and Brocade Communications Systems.

- g. Monitors: These will include plug and play compatible monitors that are manufactured for the above systems and/or any other brand that may be specifically called for by the ordering entity and which meet the most current UL and OSHA requirements.
- h. Computer and Network Products, Peripherals, Accessories, and Components: Complete availability of major manufacturer's product lines on items such as, but not limited to RAM, graphic accelerator cards, network interface cards, cables, printers, scanners, monitors, AV equipment, unified communications hardware, mobility hardware, modems, routers, switches, keyboards, drives, memory cards, cables, batteries, power management, supplies, etc.
- i. Information Technology/Educational Furniture: Includes furniture design, delivery, installation, parts, maintenance, and repair and replacement.
- j. Services: Services such as, but not limited to cloud computing, consulting, technical support, leasing/financing, trade-ins, repair, design, analysis, configuration, implementation, installation, training, maintenance, advisory, managed and support services, staff augmentation, professional services, etc. In addition, services that are related to the design, use, or operation of the products being purchased such as system configurations, testing, hardware/software installation, upgrades, imaging, etc. Services may also include materials, equipment, and supplies provided by the Reseller under an SOW.

Note: All hardware should come assembled. For example, if extra memory, additional drives, or peripherals are ordered, the Contractor must install them unless the Participating Agency requests, that they not be installed.

- k. Comprehensive Product Offering: Offeror's complete catalog and services offered shall be available. Each offeror awarded a contract under this solicitation may offer their complete product and service offering. Pricing for products and services must be entered on the appropriate section of the Price Page. The City reserves the right to accept or reject any or all items offered.
 - l. Financing: Options available such as lease programs and conditional sales contracts.
- 5. LICENSES. Participating Agencies may be required to sign a separate agreement, rider, or End User Licensing Agreement ("EULA"), etc., as required by manufacturers.
 - 6. DEFECTIVE PRODUCT. All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping, or other like expenses shall be paid by the Contractor. All replacement products must be received by the City within seven (7) business days of initial notification.
33. SUPPLEMENTAL PRODUCTS AND SERVICES: The scope described in this RFP and resulting contract(s) is preliminary in nature and intended to provide Contractors with a general overview of the major tasks envisioned as part of this solicitation. The City reserves the right to expand and/or reduce the Project Objectives as may be appropriate based on the technical content of the successful Contractor's proposal and/or during contract negotiations based on budget considerations.

**EXHIBIT B
PRICING**

Attachment A Pricing will be added here when Agreement is finalized.

Item #	Product	Product / Group	Proposed Discount	Manufacturer Name	add additional manufacturers/discounts	
					Proposed Discount	Manufacturer Name
1.00	Group 1 - Systems	1) Desktops	3%	Full Catalog (Examples are HPE, Dell, Lenovo, Acer, Apple, etc)	%	
		2) Notebooks	3%	Full Catalog (Examples are HPE, Dell, Lenovo, Acer, Apple etc)	%	
		3) Tablets	3%	Full Catalog (Exmaples are HPE, Dell, Lenovo, Acer, Surface, Apple etc)	%	
		4) Servers (Physical and Virtual) (1 Processor, 2 Processor, 4+ Processor, Blade, Tower, Unix, Handhelds, etc)	3%	Full Catalog (Examples are Dell, HPE, Lenovo, IBM, Cisco, etc)	%	
2.00	Group 2 - Input Devices	5) Keyboards	5%	Full Catalog	%	
		6) Mice	5%	Full Catalog	%	
		7) Imaging Scanners	5%	Full Catalog	%	
		8) POS Scanners	5%	Full Catalog	%	
		9) Pointing Devices	5%	Full Catalog	%	
		10) Bar Code Readers	5%	Full Catalog	%	
		11) Audio Input	5%	Full Catalog	%	
		12) Input Adapters	5%	Full Catalog	%	
		13) PC and Network Cameras	15%	Full Catalog	%	
		14) Input Cables	15%	Full Catalog	%	
		15) Input Accessories	15%	Full Catalog	%	
3.00	Group 3 - Output Devices	16) Displays	3%	Full Catalog	%	
		17) Printers	5%	Full Catalog	%	
		18) Inkjet Printres	5%	Full Catalog	%	
		19) Inkjet Photo Printers	5%	Full Catalog	%	
		20) Laser Printers	5%	Full Catalog	%	
		21) Label Printers	5%	Full Catalog	%	

		22) Dot Matrix Printers	5%	Full Catalog	%
		23) Multi-Function Printers	5%	Full Catalog	%
		24) Wide Format Printers	5%	Full Catalog	%
		25) Multi-Function Inkjet Printers	5%	Full Catalog	%
		26) Wide Format Printers	5%	Full Catalog	%
		27) Fax Machine Printers	5%	Full Catalog	%
		28) Printer Accessories	5%	Full Catalog	%
		29) Projectors	5%	Full Catalog	%
		30) Projector Accessories	5%	Full Catalog	%
		31) Audio Input	5%	Full Catalog	%
		32) Video Cards	5%	Full Catalog	%
		33) Sound Cards	5%	Full Catalog	%
		34) Output Accessories	5%	Full Catalog	%
		35) Printer Consumables	5%	Full Catalog	%
4.00	Group 4 - Memory	36) Desktop	5%	Full Catalog	%
		37) Flash	5%	Full Catalog	%
		38) Networking	5%	Full Catalog	%
		39) Notebook	5%	Full Catalog	%
		40) Printer / Fax	5%	Full Catalog	%
		41) Server	5%	Full Catalog	%
5.00	Group 5 - Storage Devices	42) Adapters Fibre Channel	5%	Full Catalog	%
		43) Adapters FireWire / USB	5%	Full Catalog	%
		44) Adapters IDE/ATA/SATA	5%	Full Catalog	%
		45) Adapters RAID	5%	Full Catalog	%
		46) Adapters SCSI	5%	Full Catalog	%
		47) Bridges & Routers	5%	Full Catalog	%
		48) Disk Arrays	5%	Full Catalog	%
		49) Disk Arrays JBOD	5%	Full Catalog	%
		50) Drives Magneto-Optical	5%	Full Catalog	%
		51) Drives Removable Disks	5%	Full Catalog	%
		52) Fiber Channel Switches	5%	Full Catalog	%
		53) Hard Disks - External	5%	Full Catalog	%

		54) Hard Disks - Fibre Channel	5%	Full Catalog	%
		55) Hard Disks - IDE/ATA/S	5%	Full Catalog	%
		56) Hard Disks - Notebook	5%	Full Catalog	%
		57) Hard Disks - SCSI	5%	Full Catalog	%
		58) Networking Accessories	5%	Full Catalog	%
		59) Optical Drives - CD-ROM	5%	Full Catalog	%
		60) Optical Drives - CD-RW	5%	Full Catalog	%
		61) Optical Drives - DVD-CD	5%	Full Catalog	%
		62) Optical Drives - DVD-RW	5%	Full Catalog	%
		63) Storage Accessories	5%	Full Catalog	%
		64) Storage - NAS	5%	Full Catalog	%
		65) Storage - SAN	5%	Full Catalog	%
		66) Tape Autoloaders - AIT	5%	Full Catalog	%
		67) Tape Autoloaders - DAT	5%	Full Catalog	%
		68) Tape Autoloaders - DLT	5%	Full Catalog	%
		69) Tape Autoloaders - LTO	5%	Full Catalog	%
		70) Tape Drives - 4mm	5%	Full Catalog	%
		71) Tape Drives - 8mm/VXA	5%	Full Catalog	%
		72) Tape Drives - AIT	5%	Full Catalog	%
		73) Tape Drives - DAT	5%	Full Catalog	%
		74) Tape Drives - DLT	5%	Full Catalog	%
		75) Tape Drives - LTO/Ultrium	5%	Full Catalog	%
		76) Tape Drives SDLT	5%	Full Catalog	%
		77) Tape Drives - Travan	5%	Full Catalog	%
6.00	Group 6 - Network Equipment	78) 10/100 Hubs & Switches	5%	Full Catalog	%
		79) Bridges & Routers	5%	Full Catalog	%
		80) Gigabit Hubs & Switches	5%	Full Catalog	%
		81) Concentrators & Multiplexers	5%	Full Catalog	%
		82) Hardware Firewalls	5%	Full Catalog	%
		83) Intrusion Detection	5%	Full Catalog	%
		84) KVM	5%	Full Catalog	%
		85) Modems	5%	Full Catalog	%

7.00	Group 7 - Software	86) Network Test Equipment	5%	Full Catalog	%
		87) Network Adapters	5%	Full Catalog	%
		88) Network Cables	15%	Full Catalog	%
		89) Network Accessories	5%	Full Catalog	%
		90) Repeaters & Transceivers	5%	Full Catalog	%
		91) Wireless LAN Accessories	5%	Full Catalog	%
		92) Token Authentication	5%	Full Catalog	%
		93) 10G Fiber Optic Transceivers	5%	Full Catalog	%
		94) 1G Fiber Optic Transceivers	5%	Full Catalog	%
		95) Licensing Packages (e.g. Microsoft)	4%	Full Catalog (Examples are Microsoft, Adobe, Vmware, etc)	%
		96) Licensing Backup	4%	Full Catalog	%
		97) Licensing Barcode/OC	4%	Full Catalog	%
		98) Licensing Business Application	4%	Full Catalog	%
		99) Licensing CAD/CAM	4%	Full Catalog	%
		100) Licensing - Cloning	4%	Full Catalog	%
		101) Licensing - Computer Services	4%	Full Catalog	%
		102) Licensing - Database	4%	Full Catalog	%
		103) Licensing - Development	4%	Full Catalog	%
7.00	Group 7 - Software	104) Licensing - Entertainment	4%	Full Catalog	%
		105) Licensing - Financial	4%	Full Catalog	%
		106) Licensing - Flow Chart	4%	Full Catalog	%
		107) Licensing - Graphic Design	4%	Full Catalog	%
		108) Licensing - Handheld	4%	Full Catalog	%
		109) Licensing - Network OS	4%	Full Catalog	%
		110) Licensing - OS	4%	Full Catalog	%
		111) Licensing - Personal Organization	4%	Full Catalog	%
		112) Licensing - Presentation	4%	Full Catalog	%
		113) Licensing - Reference	4%	Full Catalog	%
7.00	Group 7 - Software	114) Licensing - Report Analysis	4%	Full Catalog	%
		115) Licensing - Spreadsheet	4%	Full Catalog	%
		116) Licensing - Utilities	4%	Full Catalog	%

		117) Licensing - Warranties	4%	Full Catalog	%	
		118) Licensing - Web Development	4%	Full Catalog	%	
		119) Licensing - Word Processing	4%	Full Catalog	%	
		120) Software - Backup	4%	Full Catalog	%	
		121) Software - Barcode / OCR	4%	Full Catalog	%	
		122) Software - Business Application	4%	Full Catalog	%	
		123) Software - CAD/CAM	4%	Full Catalog	%	
		124) Software - Cloning	4%	Full Catalog	%	
		125) Software - Computer Services	4%	Full Catalog	%	
		126) Software - Database	4%	Full Catalog	%	
		127) Software - Development	4%	Full Catalog	%	
		128) Software - Entertainment	4%	Full Catalog	%	
		129) Software - Financial	4%	Full Catalog	%	
		130) Software - Flow Chart	4%	Full Catalog	%	
		131) Software - Graphic Design	4%	Full Catalog	%	
		132) Software - Handheld	4%	Full Catalog	%	
		133) Software - OS	4%	Full Catalog	%	
		134) Software - Personal Organization	4%	Full Catalog	%	
		135) Software - Presentation	4%	Full Catalog	%	
		136) Software - Reference	4%	Full Catalog	%	
		137) Software - Report Analysis	4%	Full Catalog	%	
		138) Software - Spreadsheet	4%	Full Catalog	%	
		139) Software - Utilities	4%	Full Catalog	%	
		140) Software - Warranties	4%	Full Catalog	%	
		141) Software - Web Development	4%	Full Catalog	%	
		142) Software - Word Processing	4%	Full Catalog	%	
8.00	Group 8 - Media Supplies	143) Media - 4mm tape	5%	Full Catalog	%	
		144) Media - AIT tape	5%	Full Catalog	%	
		145) Media - DAT tape	5%	Full Catalog	%	
		146) Media - DLT tape	5%	Full Catalog	%	
		147) Media LTO / Ultrium tape drive	5%	Full Catalog	%	

		148) Media - Magneto - Optical	5%	Full Catalog	%	
		149) Media - Optical	5%	Full Catalog	%	
		150) Media - SLR tape	5%	Full Catalog	%	
		151) Media - Travan tape	5%	Full Catalog	%	
		152) Media - VXA tape	5%	Full Catalog	%	
		153) Media - zip	5%	Full Catalog	%	
9.00	Group 9 - Collaboration & IP Telephony	154) IP phones	15%	Full Catalog	%	
		155) Video conferencing products	15%	Full Catalog	%	
		156) Monitors/TV's	3%	Full Catalog	%	
		157) Mounts	5%	Full Catalog	%	
		158) Voice gateways / servers	15%	Full Catalog	%	
		159) Headsets	15%	Full Catalog	%	
		160) Audio conferencing products	5%	Full Catalog	%	
		161) Analog phones	15%	Full Catalog	%	
		162) Accessories	15%	Full Catalog	%	
		163) Advanced Integration	5%	Full Catalog	%	
10.00	Group 10 - Other	164) Asset Disposal	5%	Full Catalog	%	
		165) Asset Management	5%	Full Catalog	%	
		166) Cables	15%	Full Catalog	%	
		167) Cables - custom	15%	Full Catalog	%	
		168) Cables - printer	15%	Full Catalog	%	
		169) Cloud Storage and Services (such as Azure, Amazon, Wasabi, etc.)	0%	Full Catalog	%	
		170) Complex warranties	5%	Full Catalog	%	
		171) Desktop Accessories	5%	Full Catalog	%	
		172) Display Accessories	5%	Full Catalog	%	
		173) Electronic Services	5%	Full Catalog	%	
		174) Handheld Accessories	5%	Full Catalog	%	
		175) Imaging Accessories	5%	Full Catalog	%	
		176) Imaging - Camcorders	15%	Full Catalog	%	
		177) Imaging - Digital Cameras	15%	Full Catalog	%	
		178) Internal Lab Service	0%	Full Catalog	%	

179) Lab fees	0%	Full Catalog	%
180) Managed Services	0%	Full Catalog	%
181) Miscellaneous solutions	0%	Full Catalog	%
182) Mounting hardware for vehicles	5%	Full Catalog	%
183) Networking Warranties	5%	Full Catalog	%
184) Notebook Accessories	5%	Full Catalog	%
185) Notebook Batteries	5%	Full Catalog	%
186) PC Lab order services	0%	Full Catalog	%
187) POS Accessories	5%	Full Catalog	%
188) POS Displays	3%	Full Catalog	%
189) Power Accessories	5%	Full Catalog	%
190) Power Surge Protection	5%	Full Catalog	%
191) Power UPS	5%	Full Catalog	%
192) Server Accessories	5%	Full Catalog	%
193) Service Charge	0%	Full Catalog	%
194) System Components	5%	Full Catalog	%
195) Training Courses	0%	Full Catalog	%
196) Training Reference Manuals	0%	Full Catalog	%
197) Warranties - Electronic	5%	Full Catalog	%
198) iPad / Tablet Stylus	5%	Full Catalog	%
199) Mouse / Wrist Pads	5%	Full Catalog	%
200) Security Locks and Hardware	5%	Full Catalog	%
201) Tools	0%	Full Catalog	%
203) Document Scanner Accessories	5%	Full Catalog	%
204) Flatbed Scanners	5%	Full Catalog	%
205) Mobile Scanners	5%	Full Catalog	%
206) Network Scanners	5%	Full Catalog	%
207) Sheetfed Scanners	5%	Full Catalog	%
208) Wide Format Scanners	5%	Full Catalog	%
209) Workgroup / Department Scanner	5%	Full Catalog	%

210) Build to Order Desktops	3%	Full Catalog	%
211) Nettop	3%	Full Catalog	%
212) Point of Sale	3%	Full Catalog	%
213) Ultra Small Form Factor	3%	Full Catalog	%
214) Apple / Mac Memory Upgrades	5%	Full Catalog	%
215) Chips / SIMMs/SIPPs / ROMs	5%	Full Catalog	%
216) Computer Cases	5%	Full Catalog	%
217) CPUs / Fans	5%	Full Catalog	%
218) Memory Accessories	5%	Full Catalog	%
219) Motherboards / Chassis	3%	Full Catalog	%
220) 1 - 2 port Serial Boards	3%	Full Catalog	%
221) 3+ port Serial Boards	3%	Full Catalog	%
222) Console Server	3%	Full Catalog	%
223) Device Server	3%	Full Catalog	%
224) Terminal Server	3%	Full Catalog	%
225) Content Management	0%	Full Catalog	%
226) Firewall / VPN Appliances	5%	Full Catalog	%
227) Multifunction Security Appliances	5%	Full Catalog	%
228) Network Camera Accessories	5%	Full Catalog	%
229) Network Cameras	15%	Full Catalog	%
230) Physical/Environmental Security	0%	Full Catalog	%
231) Security Appliance Accessories	5%	Full Catalog	%
232) Security Tokens	4%	Full Catalog	%
233) Unified Threat Management	4%	Full Catalog	%
234) 2-way Radios / Walkie Talkies	5%	Full Catalog	%
235) Apple Notebooks	3%	Full Catalog	%
236) Convertible PCs / Slate PCs / iPad	3%	Full Catalog	%
237) iPad	3%	Full Catalog	%
238) Slate Tablet Computers	3%	Full Catalog	%

239) GPS / PDA	3%	Full Catalog	%
240) Wireless Communication Devices	5%	Full Catalog	%
241) Batteries	5%	Full Catalog	%
242) Power Supplies / Adapters	5%	Full Catalog	%
243) Rackmount Equipment	5%	Full Catalog	%
244) Remote Power Management	5%	Full Catalog	%
245) Surge Suppressors	5%	Full Catalog	%
246) UPS / Battery Backup	5%	Full Catalog	%
247) 14" & smaller LCD Display	3%	Full Catalog	%
248) 15-19" LCD Display	3%	Full Catalog	%
249) 15-19" Wide LCD Display	3%	Full Catalog	%
250) 15-19" Wide LED Display	3%	Full Catalog	%
251) 20-30" LCD Display	3%	Full Catalog	%
252) 20-30" Wide LCD Display	3%	Full Catalog	%
253) 20-30" Wide LED Display	3%	Full Catalog	%
254) PCoIP and Zero Client Displays	3%	Full Catalog	%
255) Arm Mounts	5%	Full Catalog	%
256) Ceiling Mounts	5%	Full Catalog	%
257) Combo Mounts	5%	Full Catalog	%
258) Desktop Stands / Risers	5%	Full Catalog	%
259) Flat Wall Mounts	5%	Full Catalog	%
260) Mount Accessories	5%	Full Catalog	%
261) Pole Display	3%	Full Catalog	%
262) Stands / Carts / Feet	5%	Full Catalog	%
263) Tilt Wall Mounts	5%	Full Catalog	%
264) C-Cure Products	4%	Full Catalog	%
265) Istar Products	5%	Full Catalog	%
266) Information Technology/Educational Furniture	5%	Full Catalog	%

		SERVICE	STANDARD HOURLY RATE	DISCOUNT FROM STANDARD RATE	
		Hourly rates are for SHI and current approved partner-performed services for standard engagements. Highly skilled projects and new partners may carry higher rates.			
11.00	Group 11 - Services	267) Data / Mobility Architect Consultant	\$325.00	0%	Per SOW
		268) Design and Analysis	\$325.00	0%	Per SOW
		269) Cable Technician	\$115.00	0%	Per SOW
		270) Configuration	\$325.00	0%	Per SOW
		271) Engineer	\$225.00	0%	Per SOW
		272) Implementation	\$225.00	0%	Per SOW
		273) Installation	\$225.00	0%	Per SOW
		274) Project Coordinator	\$85.00	0%	Per SOW
		275) Project Manager	\$185.00	0%	Per SOW
		276) Technician	\$90.00	0%	Per SOW
		277) Training	\$225.00	0%	Per SOW
		278) Maintenance & Support	\$225.00	0%	Per SOW
		279) Solution Architect / Consultant	\$275.00	0%	Per SOW
		280) Staff Augmentation Services and Support	\$50-\$500	0%	Per SOW
		Product / Group	Proposed Discount	Manufacturer Name	
12.00	Group 12 - Additional Products/Services Not Identified	All Other- future or unnamed categories	0%	Full Catalog	
		Dell Apex FOB	0%		

Cloud EULA URL'sAmazon Web Services (AWS) <https://aws.amazon.com/agreement/>Google Cloud Platform (GCP) <https://cloud.google.com/terms>Microsoft Azure: <https://azure.microsoft.com/en-us/support/legal/>

**EXHIBIT C
MESA STANDARD TERMS AND CONDITIONS**

1. **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.
2. **SUBCONTRACTING.** Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.
3. **ASSIGNMENT.** This Agreement may not be assigned either in whole or in part without first receiving the other Party's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the other Party will have the right at its option to terminate the Agreement. No granting of consent to any assignment will relieve either Party from any of its obligations and liabilities under the Agreement. Notwithstanding the foregoing, either Party may assign this Agreement and its rights, interests, liabilities and obligations thereunder to a successor pursuant to a merger, consolidation or sale of all or substantially all its assets following sixty (60) days written notice.
4. **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
5. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities in any third parties.
6. **NON- EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the Products or Services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.
7. **AMENDMENTS.** There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or Product will be allowed unless approved in writing, in advance, by the City and Contractor.
8. **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.
9. **COMPLIANCE WITH APPLICABLE LAWS.**
 - a. **General.** Contractor must procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.

- b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel, and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.
- c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.
 - i. As applicable to Contractor, under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").
 - ii. A breach of the Contractor Immigration Warranty will constitute as a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.
 - iii. The City retains the legal right to inspect the papers of all Contractor personnel who provide services under this Agreement to ensure that Contractor or its subcontractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.
 - iv. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.
 - v. Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 2748 of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214 (A).
- d. **Nondiscrimination.** Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. Contractor and Contractor's personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and applicable rules in performance under this Agreement.
- e. **State Sponsors of Terrorism Prohibition.** Per A.R.S. § 35-392, Contractor must not be in violation of section 6(j) of the Federal Export Administration Act and subsequently prohibited by the State of Arizona from selling goods or services to the City.

10. **SALES/USE TAX, OTHER TAXES.**

- a. Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's Services under this Agreement, including by way of illustration but not limitation, federal and state income tax, Social

Security tax, unemployment insurance taxes, and any other taxes or business license fees as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City, or should otherwise claim the City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.

- b. The City is exempt from paying certain federal excise taxes and will furnish an exemption certificate upon request. The City is not exempt from state and local sales/use taxes.
11. **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations due to the City during the performance of Services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.
12. **PUBLIC RECORDS.** Contractor acknowledges that the City is a public entity, subject to Arizona's public records laws (A.R.S. § 39-121 et. seq.) and that any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.
 - 12.1. If Contractor believes document related to the Agreement contains trade secrets or other proprietary data, Contractor must notify the City and include with the notification a statement that explains and supports Contractor's claim. Contractor also must specifically identify the trade secrets or other proprietary data that Contractor believes should remain confidential.
 - 12.2. In the event the City determines it is legally required to disclose pursuant to law any documents or information Contractor deems confidential trade secrets or proprietary data, the City, to the extent possible, will provide Contractor with prompt written notice by certified mail, fax, email or other method that tracks delivery status of the requirement to disclose the information so Contractor may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The notice will include a time period for Contractor to seek court ordered protection or other legal remedies as deemed appropriate by Contractor. If Contractor does not obtain such court ordered protection by the expiration of said time period, the City may release the information without further notice to Contractor.
13. **AUDITS AND RECORDS.** Contractor must preserve the records related to this Agreement for six (6) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City.
14. **BACKGROUND CHECK.** The City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform Services under the Agreement or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.

15. **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether or not any individual or entity may provide Services under this Agreement. If the City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from performance of Services under this Agreement.
16. **DEFAULT.**
- a. A party will be in default if that party:
 - i. Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;
 - ii. Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;
 - iii. Conducts business in an unethical manner as set forth in the City Procurement Rules Article 7 or in an illegal manner; or
 - iv. Fails to carry out any term, promise, or condition of the Agreement.
 - b. Contractor will be in default of this Agreement if Contractor is debarred from participating in City procurements and solicitations in accordance with Article 6 of the City's Procurement Rules.
 - c. **Notice and Opportunity to Cure.** In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement.
 - d. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event that the demand is made and no written assurance is given within five (5) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement.
17. **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:
- a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.
 - b. The City may purchase the Services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute Services exceeds the contract price, the City may recover the excess cost by: (i) requiring immediate reimbursement to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all, fees, and expenses incurred in obtaining substitute Services and expended in obtaining reimbursement, including, but not limited to, administrative expenses, attorneys' fees, and costs.

- c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.
 - d. Neither party will be liable for incidental, indirect, special, or consequential damages.
- 18. **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.
- 19. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement in part or in whole upon thirty (30) calendar days' written notice.
- 20. **TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A.R.S. § 38-511, the City may cancel this Agreement within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.
- 21. **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.
- 22. **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement, Contractor will be entitled only to payment for those Services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both completed its appraisal of the Products and Services provided and received Contractor's properly prepared final invoice.

Termination of this Agreement shall not affect the obligations of the City or Contractor under any existing Order issued under this Agreement, and such Order shall continue in effect as though this Agreement has not been terminated, and was still in effect with respect to such Order.
- 23. **NON-WAIVER OF RIGHTS.** There will be no waiver of any provision of this agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any Services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.
- 24. **INDEMNIFICATION/LIABILITY.**
 - a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) misconduct by Contractor personnel under this Agreement; (ii) any negligent acts, errors, mistakes or omissions by Contractor or Contractor personnel; and (iii) Contractor or Contractor personnel's failure to comply with this Agreement.
 - b. Contractor will update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.
 - c. The City assumes no liability for actions of Contractor and will not indemnify or hold

Contractor or any third party harmless for claims based on this Agreement or use of Contractor-provided supplies or Services.

- d. IN THE EVENT OF ANY LIABILITY INCURRED BY CONTRACTOR OR ANY OF ITS AFFILIATES HEREUNDER, INCLUDING INDEMNIFICATION OF CITY BY CONTRACTOR, THE ENTIRE LIABILITY OF CONTRACTOR AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED \$5,000,000.00 OVER THE ENTIRE TERM OF THE AGREEMENT.

25. RESERVED

26. **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and will at the City's request and expense, furnish to the City reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.
27. **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees that it is not entitled to deliver any specific amount of Products or Services or any Products or Services at all under this Agreement and acknowledges and agrees that the Products or Services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but will not bind the City to purchase, accept, or pay for Products or Services which exceed its actual needs.
28. **OWNERSHIP.** All deliverables, Services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City. Notwithstanding the foregoing, Contractor shall retain ownership rights to (1) all of its previously existing intellectual property, including any systems, derivatives, modifications and enhancements thereto, (2) confidential information of contractor, and (3) any tools or scripting applications used, developed or created by Contractor or its third-party licensors during the performance of this Agreement.
29. **USE OF NAME.** Contractor will not use the name of the City of Mesa in any advertising or publicity without obtaining the prior written consent of the City.
30. **PROHIBITED ACTS.** Pursuant to A.R.S. § 38-504, a current or former public officer or employee within the last twelve (12) months shall not represent another organization before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion. Further, while employed by the City and for two (2) years thereafter, public officers or employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such personnel in the course of his or her official duties at the City.
31. **FOB DESTINATION FREIGHT PREPAID AND ALLOWED.** All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.
32. **RISK OF LOSS.** Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these Services and such loss, injury, or destruction will not release Contractor from any obligation hereunder.
33. **SAFEGUARDING CITY PROPERTY.** Contractor will be responsible for any damage to City real property or damage or loss of City personal property when such property is the responsibility of or in the custody of Contractor or its employees.

34. **WARRANTY OF RIGHTS.** Contractor warrants it has title to, or the right to allow the City to use, the Products and Services being provided and that the City may use same without suit, trouble or hindrance from Contractor or third parties.
35. **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the foregoing, Contractor will without limitation, at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute Products or Services.
36. **CONTRACT ADMINISTRATION.** The contract will be administered by the Purchasing Administrator and/or an authorized representative from the using department. All questions regarding the contract will be referred to the administrator for resolution. Supplements may be written to the contract for the addition or deletion of Services. Payment will be negotiated and determined by the contract administrator(s).
37. **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.
38. **COOPERATIVE USE OF CONTRACT.** This contract is available through OMNIA Partners to agencies nationwide. The City has also entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Under the SAVE Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies through OMNIA Partners or SAVE in the State of Arizona with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

City currently holds or may enter into Intergovernmental Governmental Agreements (IGA) with numerous governmental entities. These agreements allow the entities, with the approval of Contractor, to purchase their requirements under the terms and conditions of this Agreement.

A contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide Services on a regular basis at an individual school shall obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, article 3.1. A school district governing board shall adopt policies to exempt a person from the requirements of this

subsection if the person's normal job duties are not likely to result in independent access to or unsupervised contact with pupils. A school district, its governing board members, its school council members and its employees are exempt from civil liability for the consequences of adoption and implementation of policies and procedures pursuant to this subsection unless the school district, its governing board members, its school council members or its employees are guilty of gross negligence or intentional misconduct.

Additionally, Contractor will comply with the governing body's fingerprinting policy of each individual school district and public entity. Contractor, subcontractors, vendors and their employees will not provide Services on school district properties until authorized by the school district.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others. The City is not a party to any agreements between the Contractor and OMNIA Partners, OMNIA Partners and other agencies, the Contractor and other agencies, or any third-party contracts in any way related to this Agreement or the cooperative use of this Agreement.

39. **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.
40. **NOTICES.** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via overnight courier; or (iv) sent via email or facsimile. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier, email or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.
41. **GOVERNING LAW, FORUM.** This Agreement is governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit in law or equity arising from or incident to this Agreement will be Maricopa County, Arizona.
42. **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.
43. **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.
44. **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.
45. **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.
46. **A.R.S. SECTIONS 1-501 and 1-502.** Pursuant to Arizona Revised Statutes Sections 1-501 and 1- 502, any person who applies to the City for a local public benefit (the definition of which includes a grant, contract or loan) must demonstrate his or her lawful presence in the United States. As the Agreement is deemed a local public benefit, if Contractor is an individual (natural)

person or sole proprietorship, Contractor agrees to sign and submit the necessary documentation to prove compliance with the statutes as applicable.

47. **PCI DSS COMPLIANCE.** In the event any Contractor engages in payment card transactions as a part of the services provided to City, Contractor shall comply with the Payment Card Industry Data Security Standards ("PCI DSS") and any amendments or restatements of the PCI DSS during the Term of this Agreement. Contractor accepts responsibility for the security of City's and/or any customer's credit card data in its possession, even if all or a portion of the services to City are subcontracted to third parties.

**EXHIBIT D
SPECIAL TERMS AND CONDITIONS FOR FEDERAL FUNDS**

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SPECIAL TERMS AND CONDITIONS FOR FEDERAL FUNDS

1. DEFAULT.

1.1. A party will be in default of the Agreement if that party:

- i. Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;
- ii. Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;
- iii. Conducts business in an unethical manner as set forth in the City Procurement Rules Article 7 or in an illegal manner; or
- iv. Fails to carry out any term, promise, or condition of the Agreement.

1.2. Contractor will be in default of this Agreement if Contractor is debarred from participating in City procurements and Solicitations in accordance with Article 6 of the City's Procurement Rules.

1.3. **Notice and Opportunity to Cure.** In the event a party is in default then the other party will provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default, unless the default is of a nature that it is reasonably anticipated to affect the health, safety, or welfare of the public and, in such an event, the non-defaulting party may require a minimum seven (7) days to cure the default from the date of receipt of the notice; the cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement. Failure of the defaulting party to cure the default will entitle the non-defaulting party to the election of remedies specific to the party as set forth in section 17 below.

Anticipatory Repudiation. Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event, demand is made and no written assurance is given within ten (10) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement entitling the City to terminate the Agreement in accordance with section 17(a) below.

Agreed ☒ NA ☐ Exception:

2. REMEDIES. The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:

2.1. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.

2.2. The City may purchase the services or materials required under the Agreement from the open market, complete the required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price in the Agreement, the City may recover the excess cost by: (i) requiring immediate reimbursement by the Contractor to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as permitted by law. Costs in this Subsection (b) include any and all fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement including, but not limited to, administrative expenses, attorneys' fees, and costs.

2.3. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.

2.4. Neither party will be liable for incidental, special, or consequential damages.

Agreed ☒ NA ☐ Exception:

3. CONTINUATION DURING DISPUTES. Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.

Agreed ☒ NA ☐ Exception:

SPECIAL TERMS AND CONDITIONS FOR FEDERAL FUNDS

4. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement, in part or in whole, for its sole convenience upon thirty (30) calendar days written notice. Contractor acknowledges that, as with any termination permitted under this Agreement, in the event of a termination for convenience, Contractor is only entitled to payment in accordance with section 22 (Payment to Contractor Upon Termination); Contractor will not be entitled to any anticipated lost profits had the Agreement been performed to completion.

Agreed ☒ NA ☐ Exception:

5. **NONDISCRIMINATION.** Contractor understands and acknowledges that it is the policy of the City of Mesa to promote non-discrimination. As such, Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, national origin, age, disability, religion, sex, sexual orientation, gender identity and expression, veterans' status, marital status, or genetic information, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. In performance under this Agreement, Contractor and Contractor's personnel will comply with applicable provisions of the following laws (as amended): Title VII of the U.S. Civil Rights Act of 1964, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and any other applicable non-discrimination laws and rules.

Agreed ☒ NA ☐ Exception:

6. **DAVIS-BACON ACT.** For all prime construction contracts in excess of \$2,000, all transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors are required to pay wages not less than once a week.

Agreed ☒ NA ☐ Exception:

7. **COPELAND "ANTI-KICKBACK" ACT.**

- 7.1. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- 7.2. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- 7.3. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Agreed ☒ NA ☐ Exception:

8. **CONTRACT WORK AND SAFETY STANDARDS ACT.** Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts in excess of \$100,000 that involve the employment of mechanics or laborers each contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- 8.1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 8.2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in

SPECIAL TERMS AND CONDITIONS FOR FEDERAL FUNDS

violation of the clause set forth in this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this section.

8.3. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.

8.4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

Agreed ☒ NA ☐ Exception:

9. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If this Contract is for the performance of experimental, developmental, or research work, including any assignment, substitution of parties, or subcontracts, the City and the Contractor shall comply with the requirements of 37 CFR Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements) and any implementing regulations issued.

Agreed ☒ NA ☐ Exception:

10. **CLEAN AIR ACT.** The contractor agrees to:

10.1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

10.2. The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the required Federal Agencies.

10.3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000.

Agreed ☒ NA ☐ Exception:

11. **FEDERAL WATER POLLUTION CONTROL ACT.**

11.1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

11.2. The contractor agrees to report each violation to the City and understands and agrees that the City, in turn, report each violation as required to assure notification to the required Federal Agencies.

11.3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

Agreed ☒ NA ☐ Exception:

12. **DEBARMENT.** If the Respondent has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government or agency, or if any such preclusion from participation from any public procurement activity is currently pending, the Respondent shall include a letter with its Response identifying the name and address of the governmental unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances must be provided by the Respondent, including the details enumerated above. A Response from a Respondent who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected. Failure of a Respondent to disclose a debarment or suspension in accordance with this Section may result in the Response being disqualified for an award of the Solicitation. Debarment status will be verified using the federal System for Award Management (SAM).

SPECIAL TERMS AND CONDITIONS FOR FEDERAL FUNDS

Agreed ☒ NA ☐ Exception:

13. **ACCESS TO RECORDS.** Offeror agrees that the City or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Agreed ☒ NA ☐ Exception:

14. **RECORDS RETENTION.** When federal funds are expended by the City for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain these records as required for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Agreed ☒ NA ☐ Exception:

15. **ENERGY POLICY AND CONSERVATION ACT.** Contractor must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. §6201).

Agreed ☒ NA ☐ Exception:

16. **BUY AMERICA.** The Buy America requirements apply to construction contracts and acquisitions for goods or rolling stock valued at more than \$100,000. The Contractor agrees to comply with 49 U.S.C. §5323(j) and its implementing regulations at 49 CFR Part 661, any amendments thereto and any implementing guidance issued by the FTA.

Agreed ☒ NA ☐ Exception:

17. **APPLICABILITY TO SUBCONTRACTORS.** Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Agreed ☒ NA ☐ Exception:

18. **SOLID WASTE DISPOSAL ACT.** The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$ 10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$ 10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Agreed ☒ NA ☐ Exception:

19. **BYRD ANTI-LOBBYING AMENDMENT.** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered.

- 19.1. No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

- 19.2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative

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SPECIAL TERMS AND CONDITIONS FOR FEDERAL FUNDS

agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

- 19.3. This certification shall be included in all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Please check the appropriate box:

- ☒ No funds have been used or are planned to be used for lobbying in connection with this contract, or
☐ Attached is Standard Form LLL, "Disclosure of Lobbying Activities," which describes the use (past or planned) of funds for lobbying in connection with this contract.

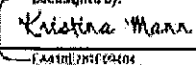
Agreed ☒ NA ☐ Exception:

Offeror agrees to comply with the requirements in these Terms and Conditions as well as all federal, state, and local laws, rules, regulations, and ordinances, as applicable.

Company Name: SHI International Corp.

Phone Number: _____ email address: Contracts@shi.com

Printed Name and Title of Authorized Representative: Kristina Mann Sr. Manager - Contracts, Legal

Signature of Authorized Representative:  Date: 12/20/2023

VENDOR INFORMATION FORM

Company Legal/Corporate Name: SHI International Corp.

Doing Business As (if different than above): N/A

Address: 290 Davidson Ave.

City: Somerset State: New Jersey Zip: 08873

Phone: 888-764-8888 Fax: 888-764-8889

E-Mail Address: Victoria Lewkowitz@shi.com Website: www.shi.com

DUNS # 61-142-9481 State Where Business Entity Was Formed: New Jersey

UNIQUE ENTITY ID # (generated by SAM.gov): CEFCD41CLDJ8

Tax Identification Number (TIN): 22-3009648

Remit to Address (if different than above):

Address: PO Box 952121

City: Dallas

State: Texas Zip: 75395-2121

Order from Address (if different from above):

Address: same as above

City: _____

State: _____ Zip: _____

Contact for Questions about this bid:

Name: Amelia Jakubczyk

Phone: 303-882-8012

Title: Director, SLED Contract Capture and Development

E-Mail Address: amelia_jakubczyk@shi.com

Day-to-Day Project Contact (if awarded):

Name: Victoria Lewkowitz

Phone: 650-483-9333

Title: Account Executive

E-Mail Address: victoria_lewkowitz@shi.com

Sales/Use Tax Information (check one).

☐ Respondent is located outside Arizona and does NOT collect Arizona State Sales/Use Tax. (The City will pay use tax directly to the Arizona Department of Revenue.)

☒ Respondent is located outside Arizona but is authorized to collect Arizona Sales/Use Taxes. (Respondent will invoice the City the applicable sales tax and remit the tax to the appropriate taxing authorities.)

State Sales Tax Number: 07-603089-C

City Sales Tax Number: 07-603089-C City of: Mesa AZ

Applicable Tax Rate: 8.3 %

☐ Respondent is located in Arizona. (Respondent will invoice the City the applicable sales tax and remit the tax to the appropriate taxing authorities)

State Sales Tax Number: _____

City Sales Tax Number: _____ City of: _____ AZ

Applicable Tax Rate: _____ %

EXCEPTIONS & CONFIDENTIAL INFORMATION FORM

Exceptions (mark one).

Respondents shall indicate any and all exceptions taken to the provisions or specifications in this Solicitation. Exceptions that surface elsewhere in the Response and that do not also appear under this section shall be considered rejected by the City, invalid and of no contractual significance.

Other Forms or Documents: If the City is required by the awarded Respondent to complete and execute any other forms or documents in relation to this Solicitation, the terms, conditions, and requirements in this Solicitation shall take precedence to any and all conflicting or modifying terms, conditions or requirements of the Respondents forms or documents.

***Special Note – Any material exceptions taken to the City's Specifications and/or Standard Terms and Conditions may render a Bid Non-responsive.**

☐
☒

No exceptions

Exceptions Taken: Please describe the exact sections to which exception is taken. If proposing new or modified language, your firm shall identify the requested language below or provide as additional attachment. The City reserves the right to accept or reject any requested exceptions listed in the below section or attached to the solicitation.

SHI Response:

Please see proposed exceptions starting on page 125.

Confidential/Proprietary Information (mark one).

☐
☒

No confidential/proprietary materials have been included with this Response.

Confidential/Proprietary materials included with Response. Respondent must identify below any portion of their Response deemed confidential or proprietary and attach additional pages if necessary (See Mesa Standard Terms and Conditions related to Public Records). Requests to deem the entire bid as confidential will not be considered. The disclosure by the City of information deemed by Respondent as confidential or proprietary is governed by City of Mesa Procurement Rules.

SHI Response:

The below information is considered confidential:

Contract data on page 121

SHI's Dun & Bradstreet report following our proposed exceptions.

GENERAL QUESTIONNAIRE FORM

1. Compliance with Applicable Laws. Respondent complies with Exhibit 1, Draft Agreement, Exhibit C, Mesa Standard Terms & Conditions, 9. "Compliance with Applicable Laws"? ☒ Yes No

2. Compliance with Insurance Requirements. The City of Mesa may or may not require the Contractor to provide the City with a Certificate of Insurance (COI). If a COI is not required, Respondent still agrees and will comply with all insurance requirements as described in the Draft Agreement (Exhibit 1) and agrees to obtain and retain required insurance throughout the term and any renewal/extension of the Agreement. ☒ Yes No

3. Delivery. Delivery, as stated in Detailed Specifications, can be met. ☒ Yes No
If no, specify number of days for delivery _____

4. Payment Terms. Payment Due (Not less than Net 30 days): Net 30

Payment Discount of 0 % if invoices are paid within 0 days of receipt.

5. Credit Card/Procurement Card. In response to this solicitation/contract, does Respondent allow payment of invoices using a credit card (Procurement Card)? Refer to Draft Agreement, Terms & Conditions, Section 5.6, Payment of Funds.

☒ Yes No (Marking a "no" answer will not disqualify your Response.)

Will you offer a discount for use of Credit Card/Procurement Card Purchases?

Yes _____ % ☒ No (Marking a "no" answer will not disqualify your Response.)

Will you impose a processing fee for the use of Credit Card/Procurement Card Purchases?

Yes _____ % ☒ No (Marking a "no" answer will not disqualify your Response.)

6. Cooperative Purchasing. The use of this Agreement as a cooperative purchasing agreement available to other governmental agencies is described in the Mesa Standard Terms and Conditions. The use of this Agreement as a cooperative purchasing agreement is subject to approval by the Respondent as designated below.

7. Does Respondent agree to extend the prices, terms and conditions of the Agreement to other agencies as specified in the Standard Terms and Conditions?

☒ Yes No (Marking a "no" answer will not disqualify your Response.)

Addenda

Respondents are responsible for verifying receipt of any addenda issued by checking the City's website at <https://vendor.mesaaz.gov/> in the Vendor Self Service portal prior to the Response Due date and time. Failure to acknowledge any addenda issued may result in a response being deemed non-responsive. Failure to review addenda does not negate Respondent's initial offer and holds Respondent for any changes prior to Response Due date and time.

Acknowledgement of Receipt and Consideration of Addenda (if applicable):

Addenda # ☒ 1 2 3 4

LAWFUL PRESENCE AFFIDAVIT

☒ **CHECK HERE AND SKIP THIS AFFIDAVIT IF:** Respondent is an **LLC, a Corporation or a Partnership** as indicated on your W-9. (Please include a copy of your W-9)

COMPLETE THIS AFFIDAVIT IF: Respondent is an Individual (Natural Person) or a Sole Proprietor as indicated on your W-9. (Please include a copy of your W-9)

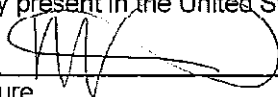
ARS § 1-502 requires any person who applies to the City for a Local Public Benefit (defined as a Grant, Contract or Loan) must demonstrate through the presentation of one (1) of the following documents that he/she is lawfully present in the United States (See the Solicitation Instructions for more information).

Please place a check mark next to the applicable document and present the document to the City employee. If mailing the response, attach a copy of the document to this Affidavit. (If the document says on its face that it may not be copied or you know for reasons of confidentiality that it cannot be copied, you will need to present the document in person to the City for review and signing of the affidavit.)

- ☐ 1) Arizona driver license issued after 1996.
Print first 4 numbers/letters from license: _____
- ☐ 2) Arizona non-operating identification license.
Print first 4 numbers/letters: _____
- ☐ 3) Birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.
Year of birth: _____ Place of birth: _____
- ☐ 4) United States Certificate of Birth abroad.
Year of birth: _____ Place of birth: _____
- ☐ 5) United States passport.
Print first 4 numbers/letters on Passport: _____
- ☐ 6) Foreign passport with a United States Visa.
Print first 4 numbers/letters on Passport: _____ Print first 4 numbers/letters on Visa: _____
- ☐ 7) I-94 form with a photograph.
Print first 4 numbers on I-94: _____
- ☐ 8) United States Citizenship & Immigration Services Employment Authorization Document (EAD).
Print first 4 numbers/letters on EAD: _____
- ☐ 9) Refugee travel document.
Date of Issuance: _____ Refugee Country: _____
- ☐ 10) United States Certificate of Naturalization.
Print first 4 digits of CIS Reg. No.: _____
- ☐ 11) United States Certificate of Citizenship.
Date of Issuance: _____ Place of Issuance: _____
- ☐ 12) Tribal Certificate of Indian Blood.
Date of Issuance: _____ Name of Tribe: _____
- ☐ 13) Tribal or Bureau of Indian Affairs Affidavit of Birth.

Year of Birth: _____ Place of Birth: _____
☐ 14) Consular ID Card.
 Country: _____ Expiration Date: _____

In accordance with the requirements of Arizona law, I do swear or affirm under penalty of perjury that I am lawfully present in the United States and that the document I presented to establish this presence is true.



 Signature
 Maya Lynch

 Print Name
 12/20/2023

 Date

SHI International Corp.

 Business/Company Name

 Verification of Attachment by City Staff:

 Signature _____ Date

Item Description	Specification	Item Number	Unit of Measure	% Off Catalog Discount (As identified on National Pricing Tab)	SHI Advertised Price	Extended Price (Advertised Price - % Off Catalog)
Dell OptiPlex Micro 7010	Core i5 13500T / 1.6 GHz, vPro Enterprise, RAM 16 GB, SSD 256 GB, NVMe, Class 35	CT66J	EA	3.00%	\$ 781.00	\$ 757.57
Dell Latitude 5340	1335U/1.3 GHz, Win 11 Pro, Intel Iris Xe Graphics, 16 GB RAM, 256 GB SSD NVMe, Class 35	GVH6J	EA	3.00%	\$ 1,311.00	\$ 1,271.67
Dell Latitude 5540	1335U/1.3 GHz, Win 11 Pro, Intel Iris Xe Graphics, 16GB RAM, 256 GB SSD NVMe, Class 35	8GHCJ	EA	3.00%	\$ 1,168.00	\$ 1,132.96
Dell 492-BCBK	Power adapter, 90 Watt, for Dell Latitude 3400, 3500, 5289 2-in-1, 5300, 5300 2-in-1, 5310, 5310 2-in-1, 5400, 5401, 5410, 5411, 5500, 5501, 5510, 5511, 7300, 7310, 7389 2-in-1, 7390 2-in-1, 7400, 7400 2-in-1, 7410, 7410 2-in-1, 9410 2-in-1, 9510, Precision 3540, 3541, 3550, 5550, 5750; Dell XPS 15 9500, 17 9700	492-BCBK	EA	5.00%	\$ 74.00	\$ 70.30
Apple MacBook Pro - M2 Pro	M2 Pro 19-core GPU, 16 GB RAM, 512 GB SSD, 16.2" 3456 x 2234 @ 120 Hz, 802.11a/b/g/n/ac/ax (Wi-Fi 6E), Bluetooth	MNW83LL/A	EA	3.00%	\$ 2,368.00	\$ 2,296.96
Apple 12.9-inch iPad Pro Wi-Fi + Cellular	6th generation, tablet, 128 GB, 12.9" IPS (2732 x 2048), 3G, 4G, 5G	MP5X3LL/A	EA	3.00%	\$ 1,273.00	\$ 1,234.81
Samsung Galaxy Tab E - Tablet	Android 6.0 (Marshmallow) - 16GB - 8" - 4G	SM-T377VZKAVZW	EA	3.00%	\$ 162.00	\$ 176.54
Logitech MK270 Wireless Keyboard and Mouse set	Keyboard and mouse set, wireless, 2.4 GHz, English	920-004536	EA	5.00%	\$ 29.00	\$ 27.55
Logitech ERGO M575 - Trackball	Wireless 2.4 GHz, Bluetooth 5.0 LE, USB wireless receiver, graphite	910-005869	EA	5.00%	\$ 57.00	\$ 54.15
Apple Pencil 2nd Generation	Stylus for tablet, for 10.9-inch iPad Air (4th generation); 11-inch iPad Pro (1st generation, 2nd generation); 12.9-inch iPad Pro (3rd generation, 4th generation)	MU9F2AM/A	EA	5.00%	\$ 124.00	\$ 117.80
HP 27ER 27 inch Display		1F2J9AA#ABA	EA	3.00%	\$ 207.20	\$ 200.98
Dell P2422H - LED monitor	24", 1920 x 1080 Full HD (1080p) @ 60 Hz, IPS, 250 cd/m², 1000:1	DELL-P2422H	EA	3.00%	\$ 217.00	\$ 210.49
Kingston DDR4-32	32 GB - DIMM 288-pin	KTH-PL424/32G	EA	0.00%	EOL	\$
Cisco DDR3L	32 GB- LRDIMM 240-pin	UCS-ML-1X324RY-A	EA	5.00%	\$ 603.78	\$ 573.59
Seagate Video	3.5 HDD ST4000VW000 4TB	ST4000VW000	EA	5.00%	\$ 112.00	\$ 106.40
Dell PowerVault	RD1000 RDX USB external	RD1000	EA	5.00%	\$ 340.00	\$ 323.00
SanDisk Cruzer Blade	USB flash drive 8 GB	SDCZ50-008G-B35	EA	0.00%	N/A	\$
Cisco Nexus 7000 Series - Switch - Rack Mountable - With Fan Tray	C5 C5G124-24P2 Switch 24 ports Managed	N7K-C7010=	EA	5.00%	\$ 28,604.00	\$ 27,173.80
Juniper EX4200 24F - Switch - Managed		EX4200-24F-TAA	EA	0.00%	N/A	\$
Ruckus ZoneFlex R600 - Wireless Access Point		901-R600-US00	EA	5.00%	\$ 963.00	\$ 914.85
OpenScape Desk Phone CP700X		L30250-F600-C439	EA	0.00%	EOL	\$
Mediatek G7 1 PRI Gateway		M350K60000MX00002000	EA	0.00%	EOL	\$
APC Smart-UPS 5000VA Tower/Rack-mountable UPS		SUA5000RMT5U	EA	5.00%	\$ 5,312.00	\$ 5,046.40
APC 1500VA 2U 120V Smart-UPS with Network Card		SMT1500RM2UCNC	EA	5.00%	\$ 1,544.00	\$ 1,466.80
					Total Price	\$ 43,156.63

DELIVERY: See Specifications and/or Mesa Standard Terms and Conditions.

Proposer Name: SHI International Corp.

RESPONDENT CERTIFICATION FORM (OFFER AND ACCEPTANCE)

By submitting the Response and signing this Certification, the Respondent understands and certifies to all of the following:

- a) The information provided in Respondent's Response is true and accurate to the best of Respondent's knowledge.
- b) Respondent is under no legal prohibition that would prevent Respondent from contracting with the City of Mesa.
- c) Respondent has read and understands the Solicitation packet as a whole (including attachments, exhibits, and referenced documents) and: (i) can attest that Respondent is in compliance with the requirements of the Solicitation packet; and (ii) is capable of fully carrying out the requirements of the Solicitation as set forth in Respondent's Response.
- d) To Respondent's knowledge, Respondent and Respondent's employees have no known, undisclosed conflicts of interest as defined by applicable law or City of Mesa Procurement Rules. If Respondent or Respondent employees have a known conflict of interest, Respondent has disclosed the conflict in its Response.
- e) Respondent did not engage in any anti-competitive practices related to its Response or the Solicitation. The prices offered by Respondent were independently developed without consultation or collusion with any other Respondents or potential Respondents.
- f) No gifts, payments or other consideration were made to any City employee, officer, elected official, agent, or consultant who has or may have a role in the procurement process for the services/materials covered by the Solicitation.
- g) Respondent grants the City of Mesa permission to copy all parts of its Response including, without limitation, any documents and materials copyrighted by Respondent: (i) for the City's use in evaluating the Response; and (ii) to be disclosed in response to a public records request under Arizona's public records law (A.R.S. § 39-121 et. seq.) or other applicable law, subpoena, or other judicial process provided such disclosure is in accordance with City of Mesa Procurement Rule 6.13.
- h) If a contract is awarded to Respondent as a result of the Response submitted to the Solicitation Respondent will:
 - i. Provide the materials or services specified in the Response in compliance with all applicable federal, state, and local statutes, rules and policies;
 - ii. Honor all elements of the Response submitted by Respondent to the City including, but not limited to, the price and the materials/services to be provided; and
 - iii. Enter into an agreement with the City based on the terms and conditions of the Solicitation and the Response, subject to any negotiated exceptions and terms.
- i) Respondent is current in all obligations due to the City including any amounts owed the City and any licenses/permits required for the general lawful conduct of business. Respondent shall acquire all licenses/permits necessary to lawfully conduct business specific to the Solicitation prior to the execution of a contract with the City pertaining to the Solicitation.
- j) The signatory of this Certification is an officer or duly authorized agent of Respondent with full power and authority to submit binding offers for the goods/services specified herein. Respondent intends by the submission of this Certification to be bound by the terms of the Certification, Solicitation, and Response, subject to any negotiated terms/exceptions.

ACCEPTED AND AGREED TO BY RESPONDENT:

Company Name: SHI International Corp.Signature: Printed Name: Maya LynchTitle: Proposal SpecialistDate: 12/20/2023